support. *Bedford* v. *Bedford*, 136 Ill. 354, 26 N. E. 662. See *Buckworth* v. *Buckworth*, 1 Cox, 80, 81. But in no instance would equity compel a father to maintain his child, for no legal obligation was recognized. But more recently many courts have declared that the father is under a legal duty to support his minor children. *Porter* v. *Powell*, 79 Iowa 151, 44 N. W. 295. See *Treasurer & Receiver General* v. *Sermini*, 229 Mass. 248, 251, 118 N. E. 331. See also 9 HARV. L. REV. 488. The dissenting opinion in the principal case contends that equity should act, since the law gives no remedy for the violation of this new legal duty. But it would seem that this is not a relative duty but an absolute one, for which there is properly no correlative legal right. See 1 AUSTIN, JURISPRUDENCE, 4 ed., 67, 413; Langdell, "A Brief Survey of Equity Jurisdiction," 1 HARV. L. REV. 55. The law is well settled in accordance with the majority opinion that equity will not order a father to provide maintenance in the absence of an express statutory enactment. *Huke* v. *Huke*, 44 Mo. App. 308. See *Alling* v. *Alling*, 52 N. J. Eq. 92, 96; 27 Atl. 655, 657. The dissent is interesting as illustrative of a recurring tendency to identify law and morals.

EQUITY — PROCEDURE — CROSSBILL IN EQUITY ADDING NEW PARTIES. — The assignee of a real estate mortgage brought action thereon against a purchaser of the property who had assumed the debt. The defendant filed a counterclaim against the plaintiff for damages resulting from fraud practiced in inducing him to purchase the property, and a demand on the same account against several new parties alleged to have participated in the fraud. The Kansas statutes allowed new parties to be brought in by counterclaim, but the defendant had not complied with the statutory provisions. (1915 KAN. GEN. STAT., §§ 6930, 6991.) *Held*, that the parties were properly joined. *Davies* v. *Lutz*, 185 Pac. 45 (Kan.).

The flat rule that new parties may never be joined by a crossbill has been laid down in many cases, on the theory that the defendant may bring in only parties necessary to the complaint, and this he must do by objection for nonjoinder. *Patton* v. *Marshall*, 173 Fed. 350; *Richman* v. *Donnell*, 53 N. J. Eq. 32, 30 Atl. 533 (discredited by *Green* v. *Stone*, 54 N. J. Eq. 387, 34 Atl. 1099); *Perea* v. *Harrison*, 7 N. M. 666, 41 Pac. 529. There is a tendency in the later cases to allow new parties by crossbill when, as in the principal case, the new parties are necessary to the relief sought against the complainant by the crossbill, or to a complete determination of the questions raised by it. *Ulman* v. *Iaeger*, 155 Fed. 1011; *Indian River Mfg. Co.* v. *Wooten*, 48 Fla. 271, 37 So. 731; *Green* v. *Stone*, *supra*. A crossbill which sets up matter not pertinent to that of the original bill and seeks no relief against the complainant, should be dismissed for want of equity. *Andrews* v. *Hobson's Adm'r*, 23 Ala. 219; *Daniel* v. *Morrison*, 6 Dana, 182; *Josey* v. *Rogers*, 13 Ga. 478. This on principle should be the test of any crossbill, regardless of whether new parties are sought to be added by it or not. In the majority of the cases laying down the rule that new parties may never be thus added, the same result would have been reached under this test. It was easy for the court in the principal case to reach the proper result because of the liberalization of the common-law rule as to new parties in the Kansas statutes cited. *Cf.* 31 HARV. L. REV. 1034.

FOREIGN CORPORATIONS — VALIDITY OF SERVICE ON AGENT FOR FOREIGN CAUSE OF ACTION AFTER WITHDRAWAL FROM STATE. — A foreign corporation, doing business in New York, appointed an agent for receiving service on it, as required by statute. (CODE CIV. PRO., § 1780; GEN. CORP. L. §§ 16, 432.) Prior to this suit, the corporation had withdrawn from the state, but had failed to revoke the agent's authority. The plaintiff served the agent on a

cause of action arising outside of the state. *Held*, that such service is invalid. *Chipman, Limited*, v. *T. B. Jeffery Co.*, 260 Fed. 856 (Dist. Ct. S. D. N. Y.).

Statutes are common requiring foreign corporations to designate some local agent upon whom process may be served. These are unquestionably valid. *In re Louisville Underwriters*, 134 U. S. 488; *Lafayette Ins. Co.* v. *French*, 18 How. (U. S.) 404; *N. E. Mutual Life Ins. Co.* v. *Woodworth*, 111 U. S. 138. Statutes may insist on the maintenance of such an agent as long as outstanding liabilities incurred in the state exist, irrespective of the continuance of business therein. *Groel* v. *United Electric Co.*, 69 N. J. Eq. 397, 60 Atl. 822. See 19 HARV. L. REV. 52. It may also be provided that such agent shall be liable to service in actions arising without the state. *Bagdon* v. *Phil. & Reading Coal Co.*, 217 N. Y. 432, 111 N. E. 1075; *Smolik* v. *Phil. & Reading Coal Co.*, 222 Fed. 148. See 29 HARV. L. REV. 880. The basis of consent to such provisions is the transaction of business within the state. Though the corporation should not be allowed to escape liability resulting from the business transacted within the jurisdiction by withdrawing its business therefrom, justice does not require that liability to suit continue with respect to actions arising without the jurisdiction. Hence, even though the statute requires the appointment of an "irrevocable agent," such agency may be effectively revoked so as to invalidate service on such person as to foreign causes of action. *Mutual R. F. L. Ass'n* v. *Boyer*, 62 Kan. 31, 61 Pac. 387. *Hunter* v. *Mutual Reserve Life Ins. Co. et al.*, 218 U. S. 573. See also *Williams* v. *Mutual R. F. L. Ass'n*, 145 N. C. 128, 58 S. E. 802. Since it is the withdrawal of business and not the formal revocation of the agency which takes such causes of action out of the jurisdiction of this court, it was correctly decided in the principal case that the lack of such revocation is immaterial. See *Mutual R. F. L. Ass'n* v. *Boyer*, *supra;* BEALE, FOREIGN CORP., §§ 279 *et seq.*

FRAUDULENT CONVEYANCES — BULK SALES ACTS — WHAT IS MERCHANDISE UNDER A BULK SALES STATUTE. — The plaintiff was a creditor of one of the defendants. The latter sold his restaurant, together with all the food and fixtures therein, to the other defendant. Under a statute making the sale of a large part or the whole of a stock of merchandise void against creditors unless certain conditions are fulfilled, the plaintiff sought to have the property subjected to the payment of the debt due him. *Held*, that it is not subject to the payment of the debt. *Swift & Co.* v. *Tempelos et al.*, 101 S. E. 8 (N. C.).

For a discussion of the principles involved in this case see NOTES, p. 717, *supra.*

GARNISHMENT — GARNISHEE'S RIGHT TO SET OFF CLAIMS AGAINST THE PRINCIPAL DEBTOR ACQUIRED AFTER SERVICE OF THE WRIT. — The defendant bank, after it had been served with a writ of garnishment, allowed the principal debtor, one of its depositors, to draw checks for which he had no funds in the bank and later received deposits from him to cover the overdrafts. At no time between the service of the writ and the trial did the debtor's account show a balance in his favor. The bank now contends that it is not liable, as garnishee, for these deposits. *Held*, that the bank is liable with no right of set-off. *Benni* v. *First National Bank of Mildred*, 68 Pitts. L. J. 22.

The property subject to garnishment depends upon particular statutes. In most jurisdictions, it is only such as is in the hands of the garnishee at the service of the writ. *Eller* v. *National Motor Co.*, 181 Iowa, 679, 165 N. W. 64; *Gillette* v. *Cooper*, 48 Kan. 632, 30 Pac. 13. But in the principal case the statute makes the garnishee chargeable with all that comes into his possession before answer. *Glazier* v. *Jacobs*, 250 Pa. 357, 95 Atl. 532. The garnishee's right of set-off is determined independently of his liabilities. He is entitled to all set-offs existing at the time of service. *Truan* v. *Range Power Co.*, 124